

**Regional Recreation Corporation of Wood Buffalo (“RRC”)
Fort McMurray, Alberta
Request for Proposal (“RFP”)
For
Lease Space Opportunity Food & Beverage Concession
RFP #2018-09-20-Lease-Space-Opportunity-Food-&-Beverage-Concession
Closing Time: October 05, 2018, 4:00 PM MST**

This is not a tender. This RFP will **not** be publicly opened and read.

1.0 DEFINITIONS

The following definitions apply to the terms used throughout this document:

- 1.1 Closing Time means the date and time for the closing of this RFP as identified in section 3.1.
- 1.2 Contact means the position in section 2.2 and is responsible for managing the RFP process through whom all correspondence will flow, including receiving all commercial and technical questions and issuing addenda to this RFP.
- 1.3 Evaluation Team means the individuals who will evaluate the Proposals on behalf of the RRC.
- 1.4 Mandatory Requirements means those requirements in this RFP described with a “must”. Failure to provide mandatory information could result in a Proposal being rejected.
- 1.5 Proponent means a party responding to this RFP.
- 1.6 Proposal means the Proponent's response to the RFP and includes all the Proponent's attachments and presentation materials.
- 1.7 RFP means a Request for Proposal.
- 1.8 RMWB means the Regional Municipality of Wood Buffalo
- 1.9 RRC means the Regional Recreation Corporation of Wood Buffalo.
- 1.10 Work means the goods and services described in section 2.1 and in detailed in Appendix A.

2.0 REQUEST FOR PROPOSAL INVITATION

2.1 *Project Overview*

The RRC's procurement mandate promotes fair, transparent, and open exchange of opportunities to the public to develop relationships that will support the growth of the RRC.

This RFP is issued to invite Proposals for the RRC's requirements, hereinafter is referred to as Work. See Work definitions that are summarized below and detailed in Appendix A attached within.

Project Name: Concession Space Lease Opportunity – Anzac Recreation Centre

Location: Anzac, Alberta

Work Description: Seeking a vendor to lease concession space in the Anzac Recreation Centre located in Anzac, Alberta.

The Work is expected to commence by October, 2018. The RRC reserves the right to change the Work commencing date as its sole discretion.

The contract term for services, warranties, licenses and any other support agreements will be specified in any contract resulting from this RFP.

The Proponent acknowledges and agrees that this procurement process is a RFP and is not a tendering process. It is part of an overall procurement process intended to enable the RRC to identify one or more potential vendors for the requested product or service. The submission of a Proposal does not constitute a legally binding agreement between the RRC and any Proponent.

2.2 Contact Information

It is the Proponent's responsibility to clarify interpretation of any matter the Proponent considers to be unclear before the Close of Questions Deadline, by contacting:

Supervisor, Supply Chain
Email: RFP.Support@RRCWB.ca

All inquiries relating to this RFP shall be directed in writing via email to the Contact above no later than six (6) business days (September 27, 2018) prior to Closing Time. Contact with any other RRC personnel, consultants, or others may result in non-acceptance of Proposals and Proponent disqualification.

The RRC is not responsible for any misunderstandings on the part of the Proponent regarding this RFP or its associated process. Questions will be deemed to be received once the questions submitted by Proponents have been received by the Contact noted above.

2.3 Delivery Requirements:

Proposals must be received via email to the email indicated in section 2.2 above before the Closing Time and the subject line must clearly reference this RFP number (RFP #2018-09-20-Lease-Space-Opportunity-Food-&-Beverage-Concession).

Proponents shall submit one copy of their Proposal, via email to the Contact in Section 2.2.

2.4 Proposal Validity Period

Proposals shall be valid for a period of ninety (90) days from the Closing Date or other such period as may be agreed by the Proponent and the RRC.

2.5 Proposal Eligibility

In order for Proposals to be eligible for consideration, they must:

- 2.5.1 be received by the Contact on or before the Closing Time, at the email address specified in Section 2.2;
- 2.5.2 meet the Delivery Requirements, as specified in Section 2.3;
- 2.5.3 meet the Proposal Validity Period requirements, as specified in Section 2.4; and
- 2.5.4 include a copy of the Acknowledgement Form – Appendix B signed by an individual authorized to do so on behalf of the Proponent.

3.0 Instructions to Proponents

3.1 RFP Timetable

Interested parties should obtain the RFP directly from Alberta Purchasing Connection (APC) or the Regional Recreation Corporation of Wood Buffalo (RRC) websites to facilitate receiving any RFP amendments issued.

The timetable below shows the anticipated schedule to award this RFP. The dates shown are estimates. The RRC will strive to meet the activity dates shown; however, the RRC reserves the right to change the schedule as its sole discretion.

Activity	Date	Time
Issuance of RFP:	September 20, 2018	5:00 PM
Close of Questions Deadline:	September 27, 2018	11:59 PM
Close of RFP:	October 5, 2018	4:00 PM
Interview Dates (if required):	October 10, 2018	4:00 PM
Anticipated Award Date:	October 12, 2018	5:00 PM

3.2 General Conditions

3.2.1 Business Code of Conduct

Proponents must be aware that RRC employees hold exclusive loyalty to the RRC and must never be put in a position where personal or financial incentives or interests may impair their judgment and ability to make decisions in the best interest of the RRC. Proponents must not offer nor should a RRC employee accept any gifts, gratuities, discounts or any other favors from a supplier or potential supplier to the RRC.

3.2.2 Consent to Use of Information

By responding to this RFP, the Proponent consents, and has obtained the written consent from any individuals identified in the Proposal for the RRC to use the personal information provided in the Proposal to evaluate the Proposal. The successful Proponent shall provide proof of the consent of individuals as described in this paragraph to the RRC upon request.

3.2.3 Conflict of Interest

Proponents must fully disclose, in writing to the Contact on or before the Closing Time, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to the RFP. The RRC shall review any submissions by Proponents under this provision and may reject any Proposals where, in the opinion of the RRC, the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Proponent were to become a contracting party pursuant to the RFP.

3.2.4 Alberta's Personal Information Protection Act (PIPA)

The RRC recognizes that each response may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The RRC also understands that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under law.

The Proponent should identify appropriate parts of its Proposal as confidential since this will clearly establish its expectations toward the document, both to the RRC as a public body and to the Information and Privacy Commissioner in any review or refusal of access. The RRC, however, may not be able to meet these expectations in every instance.

3.3 Pre-Submission Requirements

3.3.1 Pre-proposal Meeting

A pre-proposal meeting will not be held for this RFP.

3.3.2 Request for Extension

Any request for an extension to the Closing Time will only be considered if received, in writing, six (6) business days (or September 27, 2018) before the Closing Time and is requested from multiple firms.

3.3.3 Addenda

The RRC reserves the right to respond to questions, make clarifications and changes, in its sole discretion, to this RFP at any time prior to the Closing Time through the issuance of addendums. Should the RRC issue any addendums to the RFP, the changes will be posted on the Alberta Purchasing Connection (APC) and the Regional Recreation Corporation of Wood Buffalo (RRC) websites, no other notices will be issued. Proponents are cautioned to ensure they have received and reviewed all addenda (if any) prior to submitting a Proposal. All addenda issued by the RRC form part of this RFP.

3.3.4 Cost of Preparation

The Proponent is responsible for all costs of preparing and presenting the Proposal.

3.4 Submission Requirements

- 3.4.1** In evaluating the Proposals received, the RRC will consider all of the criteria listed below in Section 3.6, and the RRC will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the RRC has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 3.4.2** By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the RRC to award points in respect of the criteria noted below (the “Evaluation Criteria”).
- 3.4.3** Proposals and any accompanying documentation, upon receipt by the RRC, will become the property of the RRC and will not be returned to the Proponent.

3.5 Proposal Content

Proposals submitted should be in enough detail to allow the RRC to determine the Proponent’s qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed lease opportunity

Proposals should contain, at minimum, the following items and should be identified accordingly:

3.5.1 Executive Summary

Describe the key highlights of the Proponent / Proposal and why the RRC would choose the Proponent for award.

3.5.2 Intended Use of Space

Provide a detailed overview of the intended use for the space and anticipated business hours for operating the space.

Provide a layout of the floor plan for the space.

Provide details on any specific information technology and or communication requirements for this space (i.e., computer networks, telephonic). All information technology and communication requirements will have to be sourced directly by the Proponent.

Provide a schedule. This timeline will include a schedule for when services will be provided, task required to obtain this date, milestones, install dates, and dependencies. Also, include an outline of staff training dates and proposed maintenance schedules. Ensure that the operational readiness date is identified.

The Proponent should also provide:

- 1) Examples of food and beverage management experience
- 2) Food preparation expertise and certification
- 3) A sample menu of food to be offered
- 4) Evidence of a Regional Municipality of wood Buffalo business license

5) Supporting documentation clearly outlining the Proponent's financial ability to manage this venture. This should include letters of support from financial institutions, debt to equity overviews, and an overview of contingency funding or ability to provide if requested by the RRC.

6) A clear business plan should be provided, including forecasted financials.

3.5.3 Overview of Proponent's Financial Credibility and References

Provide an overview of the Proponent's corporate structure. This overview should include legal name, years in business, number of people currently employed, and most recent annual report if the Proponent is a public company

An overview of the qualifications, experience, and capability/capacity is requested.

Provide a minimum of three (3) references with contact information. If possible, provide references from whom the Proponent has leased space from.

3.5.4 Financial Proposal

Proponents should:

- a. provide all pricing information in Canadian funds, exclusive of G.S.T.;
- b. price per square footage; (Note: RRC reserves the right to negotiate all pricing prior to entering into a formal agreement, which will be evaluated relative to current lease space pricing in the region)
- c. proposed inflation to the price per square footage over the life of the lease;
- d. breakdown of what this price per square footage includes (Note: RRC reserves the right to negotiate all services to be included in the price per square footage prior to entering into a formal agreement).

3.5.5 Additional Information from Proponents

If the Proponent wishes to include any other material not specifically requested by this RFP, or provide different space or location options, it may do so by including additional options and materials, as appendices to the Proposal.

3.5.6 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- a. proposals shall be signed by the representative for the Proponent; (Appendix B)
- b. if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal (as needed per corporate bylaw) shall be affixed;
- c. if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;

- d. if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- e. if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

3.6 Evaluation of Proposals

3.6.1 Clarification

The RRC reserves the right to seek clarification from any Proponent to assist in the evaluation of its Proposal.

3.6.2 Acceptance or Rejection

Proponents are advised that all of the Instructions to Proponents and conditions of the RFP must be strictly complied with and any non-compliance may invalidate the Proposal in question. The RRC reserves the right to reject any Proposal not adhering to material requirement set out in this RFP.

The RRC may, in its sole discretion, accept or reject for its consideration any and all Proposals that contain minor and inconsequential irregularity, or where practicable to do so, the RRC may, as a condition of acceptance of a Proposal, request a Proponent to correct a minor and inconsequential irregularity with no change in proposed price.

The determination of what is or is not a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity, will be at the sole discretion of the RRC.

3.6.3 Method

Once a proposal has been accepted as eligible, the RRC will evaluate it using a Weighted Matrix method. A sample matrix is shown in Figure 1 below. During the draft of the RFP, the RRC will select the evaluation criteria and assign a "weight" to each one. The weight indicates each criterion's relative importance in determining the successful Bidder. Proposals will be evaluated against each criterion using a scoring scale from 0 to 5, with the resulting score then being multiplied by the assigned weight to give a Result. The Results are summed up to give a Total Score for the evaluation. The RRC will assign scores at its sole discretion.

Item	Criteria	Weight	Score	Result
1	Financial Proposal	40	3.5	140
2	Overview of Proponent's Financial Credibility	30	5	150
3	Intended Use of Space	20	5	100
4	References	10	3	30
	TOTAL	100	N/A	420

Figure 1 – Sample Weighted Matrix showing scores and Totals

In this sample, the vendor would have scored **four hundred and twenty (420) out of a possible total of 500**. This Total will be compared against all other submissions, with the Proposal with the highest Total being deemed the Winning Proposal.

The RRC recognizes that “Best Value” is the essential part of purchasing a product and/or service and therefore the RRC may prefer a Proposal with a lower price, if it offers greater value and better serves the RRC’s interests, as determined by the RRC, over a Proposal with a higher price. The RRC’s decision shall be final.

The RRC may, at its sole discretion, invite one or more Proponents for an interview or request further clarification to address any questions relating to their Proposal(s). Proponents will be responsible for any costs associated with the preparation for, and attendance at the interview to take place at a specified location in Fort McMurray, Alberta. The RRC may, at its sole discretion, select the format for the interview (i.e. in-person, telephone, video-conference, etc.)

The RRC may, if necessary, re-evaluate and adjust the previously determined scores based on the results of the interview(s).

3.7 *Recapitulation of Proposals*

The RRC reserves the right to internally publish the names of Proponents and any summary cost information deemed appropriate.

3.8 *Proposal Return*

Proposals and accompanying documentation, upon receipt by RRC, will become the property of RRC and shall not be returned to the Proponent.

3.9 *Negotiation and Selection*

By submitting a Proposal, a Proponent accepts that a contract may be negotiated between the RRC and the Proponent whose Proposal is evaluated as the best value. The RRC reserves the right to negotiate with any Proponent, or more than one Proponent. If the parties after having negotiated in good faith are unable to conclude a formal agreement, the RRC and the Proponent will be released without further obligations other than any surviving obligations regarding confidentiality and the RRC may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude an agreement with it, and so on until an agreement is reached.

The RRC may at its discretion 1) negotiate with a Proponent to award a contract for all or a portion of the Work; 2) cancel this RFP and issue a new RFP with a new scope of work; or 3) cancel this RFP in its entirety.

3.10 *Commitment*

Proponents are advised that the RRC makes no commitment under this RFP. Any commitment resulting from this RFP will be made by means of a duly authorized contract.

3.11 *Business License*

The successful Proponent will be required to obtain licenses to operate in the Province of Alberta. To perform work within the Regional Municipality of Wood Buffalo the successful Proponent will be required to obtain a municipal business license. All costs associated with licensing, insurance and all other requirements are to be borne by Proponent.

3.12 *Amendment or Revocation of Proposal*

A Proponent may amend its Proposal prior to the Closing Time by submitting a clear and detailed written notice to the Contact. A Proponent may revoke its Proposal at any time prior to an agreement being entered into with RRC by submitting a clear and detailed written notice to the Contact.

3.13 *Independent Determination*

A Proposal will not be considered by the RRC if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

3.14 *Funding*

The RRC may cancel this RFP or decide not to enter into an agreement pursuant to this RFP if appropriate budget funding approval is not available.

3.15 *Disclaimer of Liability and Indemnity*

By submitting a Proposal, a Proponent agrees:

3.15.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;

3.15.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;

3.15.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;

3.15.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;

3.15.5 to hold harmless the RRC, its Directors, officers, employees, agents, advisors, Regional Municipality of Wood Buffalo and all of their respective successors, from all claims, liability and costs related to all aspects of the RFP process;

3.15.6 that it shall not be entitled to claim against the RRC, its Directors, employees, insurers, agents, advisors and Regional Municipality of Wood Buffalo on grounds that any information, whether obtained from the RRC or otherwise, regardless of the manner or form in which the information is provided is incorrect or insufficient;

3.15.7 that the RRC will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the RRC's acceptance or non-acceptance of a Proposal; and

3.15.8 to waive any right to contest in any proceeding, case, action or application, the right of the RRC to negotiate with any Proponent for the Contract whom the RRC deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the RRC and acknowledges that the RRC may negotiate and contract with any Proponent it desires.

3.16 Discretion of RRC

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Article prevail, govern and override all other parts of this RFP. The RRC is not bound to accept any Proposal. At any time prior to execution of the Contract, the RRC may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The RRC reserves the right, in its sole and unfettered discretion, to:

- 3.16.1** utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 3.16.2** negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work;
- 3.16.3** waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 3.16.4** receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the highest priced proposal, or not accept any Proposal, all without giving reasons;
- 3.16.5** determine whether any Proposal meets the submission requirements of this RFP;
- 3.16.6** negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP; and
- 3.16.7** transfer any negotiated or executed contractual documents to a related corporation.

3.17 Selection

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the RRC.

3.18 Disqualification

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by the RRC, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

3.19 Representations and Warranties

3.19.1 The RRC makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.

- 3.19.2** Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 3.19.3** No implied obligation of any kind by, or on behalf of, the RRC shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the RRC, are and shall be the only representations and warranties that apply.
- 3.19.4** Information referenced in this RFP, or otherwise made available by the RRC or any of its directors, officers, employees, agents or advisors, is provided for the convenience of the Proponent only and none of the RRC, its directors, officer, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the RRC any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

Appendix A – Project Details

Scope of Work

The RRC is requesting Proposals from vendors who would like to lease a concession space in the Anzac Recreation Centre, with the intent for services to commence on or before October 31, 2018. The square footage in this space is approximately eight hundred and sixty four (864) square feet.

The successful Proponent will be responsible for any additional infrastructure required to operate the space as well as sourcing and maintaining equipment required to operate the space. Appendix C to this RFP provides the architectural drawing for this space.

The Proponent will be responsible for any additional fit out to the space provided, as show in Appendix C, with the exception of the equipment shown (this will be supplied on an as is basis).

RRC will guarantee the following to the successful vendor:

1. Specific keying to the vendor location.

The successful vendor will guarantee the following to RRC:

1. Clear length of agreement.
2. Monthly lease payment by the first day of each month.
3. Overview of financial credibility.
4. Agreement to maintain existing and future the RRC vendor agreements.
5. Required hours of operation, but not limited to, Monday to Friday, 5:00 pm -9:00 pm and Saturday and Sunday 8:00 am – 7:00 pm.
6. Agreement to inform RRC Chief Executive Officer of any and all equipment installs or space changes.
7. Proponent is responsible for the replacement of all RRC provided equipment damaged owing to negligence (normal wear and tear excepted) or due to the failure to maintain said equipment.
8. The RRC at its sole discretion may choose to replace RRC provided equipment that has reached end of useful life. Should the RRC decide not to replace provided equipment at the end of useful life, the Proponent may, with the consent of the RRC provide replacement equipment with similar or greater functionality, provided such consent is not unduly withheld by the RRC. In this instance all costs for the decommissioning of the RRC equipment at end of useful life and the installation of the replacement equipment shall be solely borne by the proponent.

The successful Proponent will have exclusive rights to provide food and beverage services within the concession space leased with the exclusion of rights to provide stand-alone vending machines. The RRC has a preferred non-alcoholic beverage pouring rights agreement (currently with PepsiCo Beverages Canada). The successful Proponent shall only serve non-alcoholic beverages provided by the vendor of choice that the RRC may at its sole discretion enter an agreement with.

If selected as the successful Proponent, the Proponent, at its own expense, must provide a certificate of insurance on which the Regional Recreation Corporation of Wood Buffalo and Regional Municipality of Wood Buffalo is named as an additional insurer, must maintain, with Insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta the following insurance policies:

Workers Compensation Insurance – The firm or individual shall procure and maintain during the life of the Agreement, workers compensation insurance, including employer’s contingent liability coverage, in accordance with all applicable statutes.

Commercial General Liability Insurance – The firm or individual shall procure and maintain for the life of the Agreement commercial general liability insurance, including Contractual liability coverage, against claims for personal injury, bodily injury and property damage on an “occurrence basis” with coverage in the amount of Five Million Dollars (\$5,000,000) per occurrence combined single limit.

Motor Vehicle Liability – The firm or individual shall procure and maintain during the life of the Agreement motor vehicle liability insurance with limits of the liability not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage shall include all owner, non-owned and hired vehicles.

Professional Liability - The firm or individual shall procure and maintain during the life of an Agreement professional liability insurance coverage in the amount of Two Million Dollars (\$2,000,000) for each claim.

The said insurance policy is to include provision for the insurers to endeavor to provide the RRC with thirty (30) days written notice prior to cancellation.

Proponent shall furnish documentary evidence satisfactory to the RRC of such policies and of the renewal or continuance of such insurances within ten (10) business days of any expiry date or dates thereof.

Proponent, and not the RRC, shall be responsible for any deductible that may apply in any of the said insurance policies.

Appendix C - Architectural drawing

Appendix B – Acknowledgement Form

Company / Proponent Name: _____

Address: _____

City: _____ Prov: _____ Postal Code: _____

Telephone: _____ Fax: _____

Website: _____ GST#: _____

Primary Contact: _____ Office: _____

Email: _____ Mobile: _____

Alternate Contact: _____ Office: _____

Email: _____ Mobile: _____

By signature below, the Proponent hereby acknowledges that 1) its understands and agrees with the RFP process described in this document, and 2) it has thoroughly reviewed the information contained in this RFP and has complied with the documents making up this Proposal, including all drawings and specifications as may be listed in the Index, and any amendments or addenda thereto:

Print Name

Title

Signature

Date

(Detach this page and return with your Proposal)